

ANTHONY J. DeLUCA, ESQ.
Nevada Bar No. 006952
DELUCA & ASSOCIATES
5830 W. Flamingo Road
Suite 233
Las Vegas, Nevada 89103
(702) 252-4673

E-FILED ON

Attorney for Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

ARTHUR R BECK JR.
JOYCE HAND-BECK

Debtors.

)
) BK-S-10-10469-BAM

)
) Chapter 13
) Trustee: Kathleen Leavitt

)
) HEARING DATE: 12-02-2010
) HEARING TIME: 2:30 P.M.
)

MOTION ALLOWING DEBTOR
T O SHORT-SELL REAL PROPERTY

COMES NOW, Debtor(s) Arthur R Beck, Jr. and Joyce Hand-Beck, by and through their attorney of record, Anthony J. DeLuca, Esq, and requests that this Court allow a short-sale of the property located at 2770 Chokecherry Avenue, Henderson, NV 89074 ("Subject Property")

STATEMENT OF FACTS

1. On January 13th, 2010 Debtors filed a voluntary petition under chapter 13, Title 11 of the United States Bankruptcy Code, with a provision in their chapter 13 plan to retain the Subject Property.
2. Debtors have had a change of intention and can no longer afford the payments to retain the Subject Property.

3. Debtors have received an offer for purchase of their property and seek this court's permission to proceed with a short-sale of the subject property. (See offer for purchase attached hereto as exhibit "1").

Wherefore, Debtor respectfully requests this court:

1. Allow the short-sale of their property.
3. Any further just and equitable relief this Court deems proper under the premises.

DATED this 29th day of October, 2010.

DELUCA & ASSOCIATES

/s/ Anthony J. Deluca

Anthony J. Deluca, Esq.
5830 W. Flamingo Rd., Ste. 233
Las Vegas, Nevada 89103
Attorney for Debtor

Exhibit "1"



EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE OR LEASE BROKERAGE LISTING AGREEMENT

1 **1. EXCLUSIVE RIGHT TO SELL:** I/We, Arthur Beck, Joyce Beck ("Seller")
 2 hereby employs and grants Realty One Group ("Broker") the exclusive and irrevocable
 3 (Company Name)
 4 right, commencing on 08/31/2010, and expiring on 03/02/2011, to sell, lease or exchange the Real
 5 Property located in the City of Henderson, County of Nevada, APN
 6 # 177-12-811-032 commonly known as: 2770 Chokecherry Ave, Henderson NV
 7 ("the Property").

8 **2. TERMS OF SALE:** The listing price shall be \$ 210,000.00, terms available:
 9 Cash ☒ CONV ☒ FHA ☒ Lease ☐ VA ☒ Lease Option ☐
 10 Owner Will Carry ☐ Other ☐
 11 (Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes
 12 "Landlord" as applicable.)

13 **3. PROPERTY OFFERED FOR SALE:** The listing price noted above includes the Property and all
 14 improvements and fixtures permanently affixed and installed.

15 a. The following items of Personal Property are included in the above price and shall be conveyed
 16 unencumbered in escrow by a valid bill of sale:

17 b. The following items of Personal Property are excluded from the above price and not included in the
 18 sale:

19 **4. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS
 20 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be
 21 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its
 22 Rules and Regulations and Section 20 herein. Broker is authorized to cooperate with other real estate Brokers,
 23 and to report the sale, its price, terms and financing for the publication, dissemination information and use by
 24 authorized Association members, MLS Participants and Subscribers.

25 **5. TITLE INSURANCE:** Seller agrees to provide Buyer with a policy of title insurance in the amount of the
 26 selling price.

27 **6. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller
 28 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this
 29 Agreement. Seller agrees to pay Broker as compensation for services 3.000 % of selling price of the
 30 Property or \$ _____ amount. If leased, Seller agrees to pay Broker n/a % of the total
 31 rental agreed to be paid by lessee or \$ N/A. Seller acknowledges that Broker will offer 3.000 %
 32 or \$ _____ to the cooperating broker who is the procuring cause of the sale. If leased, Broker agrees to pay
 33 the cooperating broker N/A % or \$ N/A. Seller acknowledges that offers of compensation are
 34 between brokers and are not negotiable between the Seller and Buyer. Seller will also pay \$ N/A for
 35 N/A

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: AB / JB

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Realty ONE Group, Inc. 10750 W Charleston Blvd #180 Las Vegas, NV 89135
 Crystal Delaney

Phone: (702) 896-1221 Fax: (702) 405-3359
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Arthur Beck

49 Compensation shall be due:

50 a. If the Property is sold or leased by Broker, or through any other person including Seller, on the above
51 terms or any other price and terms acceptable to Seller during the above time period or any extension of said time
52 period;

53 b. If the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of
54 Seller without the consent of Broker, during the time period or any extension of said time period;

55 c. If within 45 calendar days of the final termination, including extensions, of this Agreement,
56 the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or
57 to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters
58 into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of
59 this Exclusive Brokerage Listing Agreement.

60
61 In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may
62 deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If
63 completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with
64 the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably
65 necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than
66 Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then
67 in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first
68 deducting title expenses, escrow expenses and the expenses of collections if any. Broker is authorized to
69 cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller
70 hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above compensation.
71 In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such
72 sum shall bear interest at the rate of (N/A) percent per annum from the due date until paid.

74 **7. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or
75 lease.

77 8. AGENCY RELATIONSHIP:

78 a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of
79 the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the
80 seller in any resulting transaction.

81 b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to
82 act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker
83 and the designated licensee shall disclose to Seller any election to act as an agent representing more than one
84 party and obtain the written Consent To Act Form signed by all parties to the transaction.

85 c. Broker may also have licensees in its company who are agents of the Buyer who may show and
86 negotiate an offer to purchase Seller's Property. In this event the licensees that represent the Buyer will only
87 represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does
88 not require a Consent To Act Form.

90 9. REQUIRED DISCLOSURES:

91 a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real
92 Property Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real
93 Property Disclosure as necessary.

94 b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Seller
95 shall provide the disclosure required by NRS 40.688.

96 c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-
97 Based Paint Hazards in accordance with Federal Regulations.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: 

98 d. Seller acknowledges receipt of the Residential Disclosure Guide: [initials] [initials]
 99

100 10. SELLER'S INDEMNIFICATION: Seller agrees to save, defend, and hold Broker harmless from all claims,
 101 disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller or from any
 102 material facts which Seller fails to disclose.
 103

104 11. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, color, sex, creed,
 105 religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-
 106 discrimination laws.
 107

108 12. COMMON INTEREST COMMUNITY: If the Property is located within a Common Interest Community,
 109 Seller acknowledges and agrees to obtain and/or provide the information required by NRS 116.4109 and
 110 116.41095 to Broker for delivery to Buyer.
 111

112 13. SIGN: Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.
 113

114 14. KEYBOX: Seller[] (does) [X] (does not) authorize Broker to install a keybox in connection with the
 115 showing of the Property. Seller acknowledges that they have been advised that:

116 a. The purpose and function of the keybox is to permit access to the interior of the Property by all
 117 members of GLVAR's MLS, including certified/licensed appraisers;

118 b. Seller should safeguard Personal Property and valuables located within the Property;

119 c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

120 d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by
 121 the Seller or his Property Manager;

122 e. Neither the listing nor selling Broker nor the GLVAR is an insurer against the loss of Personal
 123 Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.
 124

125 15. RENT/LEASE: The Property _____ is -OR- X is not currently occupied by a Tenant. The Property is
 126 subject to a management agreement with: (name of Property Manager and phone
 127 number): N/A. If the Property is a single family unit, Seller agrees to not rent or lease
 128 the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.
 129

130 16. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of
 131 FIRPTA (Internal Revenue Code 1445).
 132

133 17. MEDIATION/ARBITRATION: The Broker and Seller hereby agree that any dispute concerning the terms
 134 and conditions of this contract shall be resolved through mediation and/or arbitration proceedings at the GLVAR
 135 in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of
 136 procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or
 137 terminated in accordance with this paragraph.
 138

139 18. ATTORNEY'S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing
 140 party is entitled to court costs and reasonable attorney's fees.
 141

142 19. ADVERTISING: Seller acknowledges that a photo of the Property may be taken by an authorized
 143 representative for publication in the MLS computer system. Seller agrees that the Property may be advertised in
 144 all formats of media including but not limited to electronic and print advertising.
 145

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: [initials] / [initials]

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Arthur Beck

146 **20. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics,
 147 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other
 148 copyrightable elements relating to the Property provided by to Broker or Broker's agent (the "Seller Listing
 149 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise
 150 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
 151 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and
 152 reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute
 153 the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall
 154 survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that
 155 the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or
 156 infringe upon the rights, including any copyright rights, of any person or entity.

157
 158 **21. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the
 159 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the
 160 county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or
 161 mediation related to this Agreement.

162
 163 **22. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this
 164 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and
 165 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence
 166 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or
 167 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which
 168 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered
 169 except through a written agreement signed by all of the parties hereto. The parties agree that an MLS Change
 170 Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.


171
 172 **23. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or
 173 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any
 174 respect whatsoever.

175
 176 **24. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the
 177 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands
 178 this Agreement, agrees to the terms thereof, and has received a copy.

179
 180 **25. ADDITIONAL TERMS:**

181 _____
 182 _____
 183 _____
 184 _____
 185 _____
 186 _____
 187 _____
 188 _____
 189 _____
 190 _____
 191 _____
 192 _____
 193 _____
 194 _____

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: 

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WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

Seller(s) Initials

For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTORS®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homebuyer who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-280-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

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Arthur Beck

ADDENDUM TO LISTING AGREEMENT -- SELLER OPT OUTS

This Addendum is hereby made a part of the Listing Agreement between Arthur Beck, Joyce Beck as Seller and Realty One Group as Broker, dated August 31, 2010 regarding the real property at 2770 Chokecherry Ave, Henderson NV, Henderson, NV 89074 ("the Property").

1. Seller understands and acknowledges that Broker will submit the Property's listing information to the Multiple Listing Service (MLS) in which Broker participates, unless Seller instructs Broker to exclude the listing.
2. Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate.
3. Seller may opt-out of any of the following by initialing the appropriate space(s) below:
 - a. I/we have advised the Broker or sales agent that I/we **DO NOT** want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site).
 - b. I/we have advised the Broker or sales agent that I/we **DO NOT** want the address of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing).
 - c. I/we have advised the Broker or sales agent that I/we **DO NOT** want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).
 - d. I/we have advised the Broker or sales agent that I/we **DO NOT** want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).

~~OR~~

 Seller does **NOT** opt out of any of the above.

4. Seller understands and acknowledges that if option (a) above is selected, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

SELLER:Seller's Signature Printed Name: Arthur BeckDate: 9-12-10Seller's Signature Joyce BeckPrinted Name: Joyce BeckDate: Time: **BROKER:**Designated Licensee Signature Printed Name: Crystal LoneDate: 9-12-10Broker's Signature Printed Name: Dave TinaDate:

Reminder to Broker/Agent: If Seller has selected either (a) or (b), a copy of this form **MUST** be provided to the MLS within 48 hours per MLS Rule 21.25. Fax to (702) 732-3154.

Addendum to Listing Agreement (Seller Opt Out)

Realty ONE Group, Inc 10750 W Charleston Blvd #180 Las Vegas, NV 89135

Phone: (702) 898-1221

Fax: (702) 405-3359

Crystal DeJesus

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Arthur Beck



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: September 17, 2010

Sukhbir Panou ("Buyer"), hereby offers to purchase
2770 Chokecherry Ave., Henderson, Nev 89074 ("Property"),
 within the city or unincorporated area of Henderson, County of Clark,
 State of Nevada, A.P.N. # 177-12-811-032 for the purchase price of \$ 175,000.00
 (One Hundred Seventy-Five Thousand dollars) ("Purchase Price") on the terms
 and conditions contained herein:
 BUYER ☒ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

- \$ 2,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is ☐ precluded with this offer -OR- ☒ will wire to
sellers choice within 24 hours of acceptance.
 (NOTE: It is a felony in the State of Nevada punishable by up to four years in prison and a \$5,000 fine to write a
 check for which there are insufficient funds. NRS 193.130(2)(d).)
 \$ N/A B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) . The
 additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional
 deposit should be set forth in Section 28 herein.)
 \$ N/A C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON
 THE FOLLOWING TERMS AND CONDITIONS:
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) .
 Interest: ☐ Fixed rate, years -OR- ☐ Adjustable Rate, years. Initial rate of interest not to
 exceed %. Initial monthly payment not to exceed \$, not including taxes, insurance
 and/or PMI or MIP.
 \$ N/A D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
 FOLLOWING EXISTING LOAN(S):
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) .
 Interest: ☐ Fixed rate, years -OR- ☐ Adjustable Rate, years. Initial rate of interest not to
 exceed %. Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.
 \$ N/A E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
 IN "FINANCING ADDENDUM."
 \$ 173,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid
 at Close of Escrow ("COE").
 \$ 175,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees
 and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukhbir Panou BUYER(S) INITIALS: SP
 Property Address: 2770 Chokecherry Ave
Henderson, Nev 89074 SELLER(S) INITIALS: [Signature]
 Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS®
 Modesto Kelly Group 7761 Pebble Beach Rd Ste 110 Las Vegas, NV 89128 Phone: (702) 960-8999 Fax: (702) 446-2311
 Pauline Apolonski Produced with ZipForm by ZipLogic 18070 Foothill Mile Road, Phoenix, Michigan 48066 www.ziplogic.com Subbhir Panou

1 2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

2 A. **NEW LOAN APPLICATION:** Within N/A business days of Acceptance, Buyer agrees to (1) submit a
 3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
 4 and (3) furnish a preapproval letter to Seller based upon a standard financial credit report and review of debt to income ratios. If
 5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
 6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 ☐ does -OR- ☐ does not

8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
 9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. **CASH PURCHASE:** Within 1 business days of Acceptance, Buyer agrees to provide written evidence
 11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
 12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
 14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
 15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
 16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
 17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
 18 the EMD shall be returned to Buyer.

19 21
 22 3. **SALE OF OTHER PROPERTY:**

23 A. This Agreement

24 ☒ is not -OR-

25 ☐ is contingent upon the sale (and closing) of another property which address is

26
 27 B. Said Property

28 ☐ is currently listed

29 ☐ is not -OR- ☐ is

30 presently in escrow with

31 Escrow Number: Proposed Closing Date:

32 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
 33 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
 34 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
 35 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
 36 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
 37 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
 38 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
 39 ability to obtain financing is not contingent upon the sale and/or close of any other property.

40 4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
 41 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
 42 all items are transferred in an "AS IS" condition.

43 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
 44 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
 45 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
 46 satellite dish(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
 47 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
 48 systems/alarms(s);

49 B. The following additional items of personal property: N/A

50 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 51 particular paragraph is otherwise modified by addendum or counteroffer.

52 Buyer's Name: Sukhbir Pannu

BUYER(S) INITIALS: SP

Property Address: 2770 Chokecherry Ave

SELLER(S) INITIALS: JP

Henderson, Nev 89074

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Sukhbir Pannu

1 5. ESCROW:

2 A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
4 ("Opening of Escrow"), at _____ Title Company _____ title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with _____ N/A _____ ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement and receipt of the RMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
8 respective Brokers) of the opening date and the Escrow Number.

9 B. EARNEST MONEY: Upon Acceptance, Buyer's RMD as shown in Section 1(A), and 1(B) if applicable, of
10 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

11 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) December 17, 2010
12 If the designated date falls on a weekend or holiday, COE shall be the next business day.

13 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
14 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
15 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
16 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
17 federal law.

18 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
19 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
20 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
21 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
22 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
23 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
24 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
25 26 USC Section 1445).

26 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
27 ☐ CLTA; ☒ ALTA-Residential; -OR- ☐ ALTA-Extended (including a survey, if required).

28 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

29 A. TITLE AND ESCROW FEES:

30 TYPE	31 PAID BY SELLER	32 PAID BY BUYER	33 50/50	34 N/A
35 Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36 Lender's Title Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37 Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38 Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

40 B. PRORATIONS:

41 TYPE	42 PAID BY SELLER	43 PRORATE	44 N/A
45 CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
46 CIC Periodic Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
47 SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
48 Sewer Use Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
49 Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
50 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

51 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
52 available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

53 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
54 particular paragraph is otherwise modified by addendum or counteroffer.

55 Buyer's Name: Sukhbir Panu BUYER(S) INITIALS: [Signature]
56 Property Address: 2770 Chokecherry Ave
Henderson, Nev 89074 SELLER(S) INITIALS: [Signature]
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1 **C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):**
 2 Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the
 3 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will
 4 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days
 5 after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada
 6 professionals to conduct inspections.)

7	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
8	Appraisal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Wood-Burning Device/Chimney Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	(includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 34 reasonably identified had it been conducted, except as otherwise provided by law.

36 **D. CERTIFICATIONS:**

38	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
39	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

46 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions
 47 to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above
 48 elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a
 49 certification.

51 **E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum
 52 amount of \$ N/A to correct defects and/or requirements disclosed by inspection reports, appraisals,
 53 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 54 the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or
 55

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukbir Panu BUYER(S) INITIALS: [Signature]
 2770 Chokecherry Ave
 Property Address: Henderson, Nev 89074 SELLER(S) INITIALS: [Signature]
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 Sukbir Panu

1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ N/A
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees ☐ including -OR- ☐ excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☒ requires a Home Protection Plan with
14 Alliance Home Warranty ☒ Seller -OR- ☐ Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 350.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

19 **H. OTHER FEES:** Buyer will also pay \$ 300.00 to Buyer's Broker for Broker Fee.

21 **I. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
22 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
23 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
24 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
25 Property may be reassessed after COE which may result in a real property tax increase or decrease.

27 **J. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

39 **K. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 ☐ Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
- 42 Seller Real Property Disclosure Form (NRS 40.688)
- 43 ☐ Fungal (Mold) Notice Form (not required by Nevada law)
- 44 ☐ Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
- 45 ☐ Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
- 46 ☐ Pest Notice Form (not required by Nevada law)
- 47 ☐ Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
- 48 ☐ Rangeland Disclosure (NRS 113.065)
- 49 ☒ Seller Real Property Disclosure Form (NRS 113.130)
- 50 ☐ Other (list) _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukhbir Panu BUYER(S) INITIALS: [Signature]
Property Address: 2770 Chokacherry Ave
Henderson, Nev 89074 SELLER(S) INITIALS: [Signature]
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Sukhbir Panu

11. ADDITIONAL DISCLOSURES:

A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,

1. N/A is a licensed real estate agent in the State(s) of N/A, and has the following interest, direct or indirect, in this transaction: ☐ Principal (Seller or Buyer) -OR- ☐ family relationship or business interest: N/A

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16 CFR 460.16); and Other: N/A

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of federal or state fair housing law.

E. In addition, Buyer acknowledges receipt of:

- Residential Disclosure Guide (NRS 645.194)
- Consent to Act, if applicable (NRS 645.252)
- Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
- For Your Protection - Get Home Inspection (HUD 92564-CN) For FHA Loans

12. BUYER'S DUE DILIGENCE:

A. DUE DILIGENCE PERIOD: Buyer shall have 7 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the RMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukhbir Pannu

BUYER(S) INITIALS: [Signature]

Property Address: 2770 Chokecherry Ave

SELLER(S) INITIALS: [Signature]

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Sukhbir Pannu

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Public Works Department

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1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 ☒ As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 ☐ Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.

Instructions to Escrow

17 19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
18 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
19 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
20 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
21 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
22 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
23 several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER
24 shall be fully released and discharged from any obligations imposed upon it by this Agreement, and ESCROW HOLDER shall
25 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
26 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
27 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
28 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
29 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
30 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
31 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
32 in said action, shall be the responsibility of the parties hereto.

33 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW
34 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
35 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
36 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
37 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
38 funds are held by ESCROW HOLDER.

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.

47 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
48 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukhbir Panini

BUYER(S) INITIALS: 

Property Address: 2770 Chokecherry Ave
Henderson, Nev 89074

SELLER(S) INITIALS: 

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Sukhbir Panini

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
 2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
 3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
 4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
 5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
 6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
 7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
 8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
 9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

11 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
 12 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
 13 or licensee working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
 14 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
 15 Property. "Broker" means the Nevada Licensed real estate broker listed herein representing Seller and/or Buyer (and all real
 16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
 17 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
 18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
 19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
 20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
 21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
 22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
 23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
 24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
 25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
 26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "IRC" means the Internal Revenue
 27 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
 28 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
 29 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
 30 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
 31 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
 32 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
 33 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
 34 "USC" is the United States Code. "VA" is the Veterans Administration.

24. DELIVERY, FACSIMILE, COPIES AND NOTICES:

A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

25. **IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukhbir Panu

BUYER(S) INITIALS: [Signature]

Property Address: 2770 Chokanberry Ave

Henderson, Nev 89074

SELLER(S) INITIALS: [Signature]

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Sukhbir Panu

1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**
10 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

11
12 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
13 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
14 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
15 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
16 **APPROPRIATE PROFESSIONAL.**

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

29 _____

30 28. ADDITIONAL TERMS: _____

31 _____

32 _____

33 _____

34 _____

35 _____

36 _____

37 _____

38 _____

39 _____

40 _____

41 _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukhbir Pannu BUYER(S) INITIALS: S/P
2770 Chokeshawzy Ave
Property Address: Renderson, Nev 89074 SELLER(S) INITIALS: [Signature]
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Earnest Money Receipt

1 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 2,000.00
 2 evidenced by ☐ Cash, ☐ Cashier's Check, ☐ Personal Check, or ☒ Other To be wired within 24 hour
 3 payable to Title Company. Upon Acceptance, Earnest Money to be deposited within ONE (1) business
 4 day, with ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, - OR - ☐ Seller's Broker's Trust Account
 5 Date: 09/17/2010 Signed: Jared Jones/Pauline Aguilera Buyer's Agent.
 6

Buyer's Acknowledgement of Offer

10 Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and
 11 attachments.
 12
 13 Sukhbir Pannu
 14 Buyer's Signature Buyer's Printed Name 09/17/2010 4:00 ☐ AM ☒ PM
 15 Date Time
 16
 17 Buyer's Signature Buyer's Printed Name Date Time ☐ AM ☐ PM
 18
 19 Seller must respond by: ☐ AM ☐ PM on (month) _____, (day) _____, (year) _____. Unless this
 20 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and
 21 time, this offer shall lapse and be of no further force and effect.
 22
 23 Confirmation of Representation: The Buyer is represented in this transaction by:
 24 Buyer's Broker: Maroon Sarkissian Agent's Name: Jared Jones/Pauline Aguilera
 25 Company Name: Horizon Realty Group Office Address: 1981 Prairie Falcon #110
 26 Phone: (702) 499-6439 Fax: (702) 441-0880
 27 Email: maroon4any1@aol.com
 28
 29
 30
 31

Seller's Response

32 ☐ ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement,
 33 and all signed addenda, disclosures, and attachments.
 34 ☐ COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.
 35 ☐ REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.
 36
 37 Arthur R. Beck
 38 Seller's Signature Seller's Printed Name 9-21-10 7:41 ☐ AM ☒ PM
 39 Date Time
 40
 41 Joyce Beck
 42 Seller's Signature Seller's Printed Name 9-21-10 7:41 ☐ AM ☒ PM
 43 Date Time
 44
 45 Confirmation of Representation: The Seller is represented in this transaction by:
 46 Seller's Broker: Cheryl Smith Agent's Name: Crystal Long
 47 Company Name: Realty ONE Group, Inc. Office Address: 10750 W CHARLESTON BLVD #150
 48 Phone: (702) 301-2826 Fax: 702-224-2126
 49 Email: LONETEAM06@GMAIL.COM
 50

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Sukhbir Pannu BUYER(S) INITIALS: SP
 Property Address: 2770 Chokecherry Ave
Henderson, Nev 89074 SELLER(S) INITIALS: JB
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 Sukhbir Pannu

US06AS NV
89138

ANTHONY J. DELUCA, ESQ.
Nevada Bar No.: 006952
DELUCA & ASSOCIATES
5830 West Flamingo Road, Suite 233
Las Vegas, Nevada 89103
(702) 873-5386
Fax (702) 873-5903
anthony@deluca-associates.com

**IN THE UNITED STATES BANKRUPTCY COURT
District of Nevada**

In Re:

Arthur R Beck, Jr.
Joyce Hand-Beck

Debtor(s)

Case No. 10-10469-BAM
Trustee: Kathleen Leavitt

Chapter:13

Hearing Date: 12/02/2010
Hearing Time: 2:30 pm

**ORDER GRANTING MOTION ALLOWING DEBTORS TO SHORT-SELL REAL
PROPERTY**

This Court, having considered the Debtor's Motion Allowing Debtors to Short-Sell Real Property, and good cause appearing,

IT IS HEREBY ORDERED that the Motion Allowing Debtors to Short-Sell Real Property be GRANTED.

///

IT IS SO ORDERED.

Submitted by:

APPROVED/DISAPPROVED

/s/ ANTHONY J DELUCA

by: _____

ANTHONY J. DELUCA, ESQ.
5830 West Flamingo Road, Suite 233
Las Vegas, Nevada 89103
Attorney for Debtor's

Kathleen Leavitt
Trustee

APPROVED/DISAPPROVED

by: _____

Attorney for Creditor

In accordance with LR 9021, counsel submitting this document certifies as that the order accurately reflects the court's ruling and that (check one):

___ The court has waived the requirement of approval under LR 9021(b)(1).

___ No party appeared at the hearing or filed an objection to the motion.

___ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

<u>Party</u>	<u>Approved</u>	<u>Dissapproved</u>	<u>Failed to respond</u>
--------------	-----------------	---------------------	--------------------------

___ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###